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Attorneys for Defendant
VALLEY HEALTH SYSTEM LLC d/b/a SPRING
VALLEY HOSPITAL MEDICAL CENTER

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

COURTNEY B. BRENSINGER,

Plaintiff,

v.

SPRING VALLEY HOSPITAL,

Defendant.

Case No. 2:23-cv-01254-RFB-DJA

**STIPULATION AND ORDER
DISMISSING ACTION PENDING
ARBITRATION**

Pro se Plaintiff COURTNEY BRENSINGER (“Plaintiff”) and Defendant VALLEY HEALTH SYSTEM LLC d/b/a SPRING VALLEY HOSPITAL MEDICAL CENTER (“Defendant”) (collectively the “Parties”) do hereby stipulate and agree as follows:

WHEREAS on May 1, 2017, Plaintiff agreed to arbitrate disputes with Defendant concerning any past, present or future dispute arising out of or related to Plaintiff’s application for employment, employment and/or termination of employment;

WHEREAS in April 2023, Plaintiff filed a Complaint, entitled *Courtney B. Brensinger v. Spring Valley Hospital*, Case No. A-23-869742-C, in the Eighth Judicial District Court of Clark County, Nevada, alleging a claim for wrongful termination based on “state and federal statutes related to disability”;

WHEREAS, the claims alleged in the action fall within the scope of The Valley Health System Alternative Resolution for Conflicts (“ARC”) Agreement;

1 WHEREAS On August 11, 2023, Defendant filed its Notice of Removal with this Court
2 (ECF No. 1);

3 WHEREAS Defendant filed a Motion to Compel Arbitration on August 11, 2023 (ECF No.
4 2);

5 WHEREAS Plaintiff has not opposed or otherwise responded to the Motion to Compel
6 Arbitration;

7 WHEREAS on August 30, 2023, Defendant filed a Notice of Non-Opposition with the
8 Court (ECF No. 9);

9 WHEREAS the Parties agree that it would be in the best interests of judicial economy and
10 in the best interests of the Parties for Plaintiff to move this action to arbitration and to stipulate to
11 dismissal of this action, without prejudice;

12 NOW THEREFORE, the Parties hereby stipulate and respectfully request that the Court
13 orders as follows:

14 1. The instant action, in its entirety, shall be dismissed without prejudice and Plaintiff
15 shall submit it to binding arbitration pursuant to the terms of ARC Agreement.

16 2. This dismissal, without prejudice, shall not prevent either party from asserting
17 any objection or defense, including, but not limited to, whether the request for arbitration has
18 been timely brought.

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1 3. Each party shall bear its own fees and costs before this Court as of this date.
2 IT IS SO STIPULATED.


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4 Dated: November 30, 2023

Dated: December 6, 2023

5 Respectfully submitted,

Respectfully submitted,

6 
7 COURTNEY B. BRENSINGER


WENDY MEDURA KRINCEK, ESQ.
DIANA G. DICKINSON, ESQ.
LITTLER MENDELSON, P.C.

8 *Pro se*

9 Attorneys for Defendant
10 VALLEY HEALTH SYSTEM LLC d/b/a
11 SPRING VALLEY HOSPITAL MEDICAL
12 CENTER

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IT IS SO ORDERED.

Dated: 12/11/2023


UNITED STATES DISTRICT JUDGE

4865-1997-1986.1 / 069080-1246